

**AMENDMENT NO. 2 TO THE CITY
MANAGER EMPLOYMENT AGREEMENT**

This Amendment No. 2 ("Amendment") to the City Manager Employment Agreement ("Agreement") is entered into as of 17 day of December 2019, by and between the City of Los Altos, a California general law municipal corporation, hereafter referred to as "City" and Chris Jordan, hereafter referred to as "Jordan."

RECITALS

WHEREAS, it is the desire of the City Council to establish the terms and conditions of employment of Jordan to the position of City Manager of the City of Los Altos, including the duties, salary, and benefits of employment; and

WHEREAS, on August 23, 2016, City and Jordan entered into an agreement entitled "City Manager Employment Agreement" ("Agreement"); and

WHEREAS, on November 28, 2017, City and Jordan approved Amendment No. 1 to the City Manager Employment Agreement; and

WHEREAS, in March 2019, the Council appointed an ad hoc committee to negotiate an amended Agreement with Jordan; at or around that time, the Council agreed that the Agreement (and Jordan's appointment as City Manager) would continue and desired to increase Jordan's compensation to account, in part, for cost of living increases and make other appropriate adjustments to the Agreement at the commencement of the current fiscal year;

WHEREAS, the ad hoc committee met in March and received requests from Jordan for continuation of his employment and possible amendments to the Agreement; the intent of the committee was to negotiate an amendment to the Agreement by the commencement of the City's fiscal year in July 1, 2019; due to ongoing discussions and negotiations between Jordan and the committee, as well as the press of City business, Jordan's salary and leave benefits became indefinite as of the commencement of the present fiscal year on July 1, 2019; and

WHEREAS, pursuant to Subsection 2.A.1, the City desires to amend the Agreement to increase the base salary for Jordan by 7.3% from \$228,360 to \$245,095 as of the commencement of this fiscal year; and

WHEREAS, the City desires to amend Subsection 2.B.5 to increase the management leave for Jordan from eighty (80) hours per fiscal year to one hundred twenty (120) hours per fiscal year; and

WHEREAS, the City desires to amend Subsection 4.B to include an interest rate cap of 5% on Jordan's housing loan terms; and

4. Subsection 6.A.1 is hereby deleted and replaced with the following new section:

Jordan is an at-will employee who may be terminated for any or no reason. In the event Jordan is terminated for any reason prior to the expiration of the employment term, or any extension, except as set forth in subsection 6.A.2, City shall provide Jordan with a minimum of thirty (30) days' notice in writing. Further, except as set forth in subsection 6.A.2, City shall pay Jordan a severance payment described herein, provided, however, that such severance payment shall be contingent on Jordan first executing a release and waiver of all rights to sue the City or any city employee or official, which release and waiver shall be drafted by the city attorney. The severance payment that Jordan shall be entitled to shall be as follow:

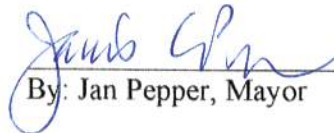
5. Except as expressly modified by this Amendment, all remaining sections and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed and is made effective as of the date set forth above.

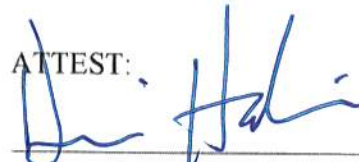
CHRISTOPHER JORDAN



CITY OF LOS ALTOS


By: Jan Pepper, Mayor

ATTEST:


Dennis Hawkins, City Clerk

APPROVED AS TO FORM:


Christopher Diaz, City Attorney